

**JCDecaux UK Ltd – Airport | Terms and Conditions****TO BE READ IN CONJUNCTION WITH THE BOOKING CONFIRMATION**

***These terms and conditions shall be applicable and deemed to be incorporated within any booking confirmation or contract header whether or not these terms are expressly referenced in those documents. The performance by JCDecaux UK Limited of any work or the display of any advertising shall only be on the basis of these terms and conditions notwithstanding any other document or agreement sent by the counterparty or his agent. These terms and conditions are available on the JCDecaux web page and any alteration of the terms will be invalid unless referenced in a JCDecaux signed booking confirmation expressly referencing the clause number to be amended.***

**1. DEFINITIONS**

- 1.1. “Agreement” means a legally binding agreement between the Parties consisting of Terms and Conditions and Booking Confirmation and any other terms agreed in writing between the Parties from time to time.
- 1.2. “Advertisement Content” means digital or traditional posters and any other advertising media intended for display by the Contractor.
- 1.3. “Airport Credit” means a credit due to the Principle for the specific period of loss of display due to the closure of part of the Airport or removal of a Media Site from the Airport.
- 1.4. “Booking Confirmation” means the documents headed “Booking Confirmation” and “Advertising Contract” which shall be sent to the Principal by the Contractor
- 1.5. “Client” means any person or company who is acting as Principal
- 1.6. “Contractor” means JCDecaux UK Ltd – Airport, whose registered address is 991 Great West Road, Brentford. TW8 9DN. UK and its successors in title.
- 1.7. “Engineering Hours” means any day from Monday to Thursday inclusive during the hours of 10.00pm and 4am except any UK Bank Holiday or UK Public Holiday.
- 1.8. “Fee” means the amount due specified in the Booking Confirmation that covers Media Fees only and additionally any associated production, installation or removal Fees.
- 1.9. “In Charge Date” means the date from which the specified Advertisement Copy will be displayed.
- 1.10. “Landlord” means the person, firm or company with whom the Contractor has a concession to display advertising on their property.
- 1.11. “Media Sites” means the locations at which the Contractor may display Advertisement Copy.
- 1.12. “Order” means an order submitted by the Principal to the Contractor for the display of Advertisement Copy (which is subject always to the Terms and Conditions).
- 1.13. “Parties” means the Contractor and Principal.
- 1.14. “Posting Period” means the period specified in the Booking Confirmation within which the Contractor will post Advertisement Copy.
- 1.15. “Principal” means the company named on the Booking Confirmation who gives the order and as such is liable for payment of display of Advertisement Content.
- 1.16. “Production Specifications” means the last published document headed Production Specifications published by the Contractor.
- 1.17. “Terms and Conditions” means the terms and conditions set out in this document.

- 1.18. “Working Day” means any day from Monday to Friday inclusive except any UK Bank Holiday or UK Public Holiday.

## **2. APPLICATION OF THESE TERMS AND CONDITIONS**

- 2.1. These terms and conditions shall be applicable and deemed to be incorporated within any booking confirmation or contract header whether or not these terms are expressly referenced in those documents.
- 2.2. The Client shall be ultimately responsible for the payment of Fees and shall be deemed to have full authority in all matters connected with the placing of the Order and the approval or amendment of Advertising Copy.
- 2.3. Media Fees confirmed in the Booking Confirmation are for the Media Site only. Costs for Installation and Removal and Production of Advertising Content are excluded from the Media Fee.
- 2.4. These terms and conditions together with the additional terms set out in the Booking Confirmation will form the entire Agreement between the parties.
- 2.5. Unless specified otherwise in the Booking Confirmation the Client agrees that any and all production for the Advertising Content shall be undertaken by the Contractor.
- 2.6. Any Orders accepted shall only be used for displaying the Advertisement Copy specified in the Booking Confirmation.

## **3. DISPLAY OBLIGATIONS**

- 3.1. The Contractor will unless otherwise agreed in writing, display Advertisement Copy at the locations referred to in the Booking Confirmation.
- 3.2. The Contractor will only post and remove Advertising Content on traditional media sites during Engineering Hours.
- 3.3. If the Principal requests a change of Advertising Content the following applies:
  - 3.3.1. If the Principal has any time sensitive copy or needs the displayed Advertising Content to be removed, the Principal must notify the Contractor prior to the copy going live of the dates that the sensitive copy must be removed. The Principal must notify the Contractor in writing giving the exact dates. The Principal will pay for the cost of removing the same at the end of the allotted time and replacing the space if there is no new Principal immediately following the requested date.
  - 3.3.2. If the Principal has not notified the Contractor in writing the Principal warrants that the Contractor may continue to use the poster in situ at the end of the in-charge period if the Contractor does not have a subsequent sale to fill the advertising site.
  - 3.3.3. The Principal undertakes to indemnify the Contractor (including any legal costs on an indemnity basis) for any copyright infringement claims which may arise if such use is subsequently found to have been unauthorized.
- 3.4. Advertising Content on Media Sites may not be turned around and blanked.
- 3.5. Vinyl sites must be refreshed and replaced every 12 months or when advised by the Airport or The Contractor, whichever is sooner. The costs to refresh and replace the vinyl display will be at the expense of the Principal.
- 3.6. All Heathrow interior backlit LED sites, digital screens and TV sponsorship screens are fitted with timers and switched off between 2300 – 0400 hours.
- 3.7. From time to time the Airport may have capital works or operational challenges where audiences may be diverted. If the Media site is part of a network of sites in a package and the same audience

is able to view the network in another location, no compensation will be given. If the Media site is no longer visible, the Contractor will work with the Principal to find an alternative media site. If an agreement cannot be met with a replacement site, an Airport Credit may be processed. No credit will be due on any design, production, Experiential or installation fees incurred at the time of the Media Site being no longer visible.

#### **4. SUPPLY OF CONTENT**

- 4.1. It is a fundamental condition of this Agreement that the Principal must send the design for the Advertisement Copy to the Contractor on the date stipulated in the Booking Confirmation in order for the Contractor to obtain the posters or display the electronic form in a timely manner during the contracted period of display.
- 4.2. The following time constraints apply for the Principal to supply of Advertising Content. Should the Principal fail to deliver Advertisement Content in accordance with this Clause, the Contractor is not obliged to display the undelivered Advertisement Copy, but the Principal shall, nonetheless, be liable to pay the corresponding Fees. Any delays to the in-charge date as a result of not meeting the timescales in this Clause, is the liability for the Principal and any costs incurred due to the delay will be borne by the Principal:
  - 4.2.1. Artwork designs must be submitted to the contractor 5 working days prior to in-charge for the relevant Airport authority to approve.
  - 4.2.2. Artwork for production must be submitted to the Contractor 15 working days prior to in-charge.
  - 4.2.3. Advertising Content for traditional media sites produced by the Principal must be delivered to the Contractors Depot address 5 working days prior to in-charge.
  - 4.2.4. Advertising Content for Digital media sites must be submitted electronically to the Contractor 5 working days prior to in-charge.
  - 4.2.5. Creative Solutions, Experiential or Dynamic Digital campaigns, all have varying levels of complexity and timescales for the supply of content, where the programme for each project will be supplied and Clause 4.2 applies.
- 4.3. A part delivery of the Advertisement Content or a delivery not meeting the Production Specification or the provisions of this Clause 4 shall be deemed to be no delivery for the purposes of this Clause.
- 4.4. Delivery of Advertisement Content shall not be deemed to have been made until the relevant posting instructions have been given to and received by the Contractor.
- 4.5. The Contractor shall destroy any posters at the end of the contracted period unless otherwise agreed in writing between the parties.
- 4.6. The Contractor may schedule no more than five (5) separate digital executions per campaign but an additional charge of £500 will be payable by the Principal for each execution which exceeds five (5) in number (per campaign)
- 4.7. Any unplanned copy changes requested during the in-charge period will be liable to a £500 digital management fee
- 4.8. All Advertising Content is subject to Airport approval. The Airport reserves the right to not display any content that is deemed politically sensitive, sexually explicit or will offend any passenger or group of passengers.
- 4.9. Clause 5 does not apply to Digital or Traditional Media Sites.

**5. ADVERTISER OWN BUILDS & EXPERIENTIAL ADVERTISING**

- 5.1. The Principal must adhere to the Airports Campaign Fit Out Guide prior to starting any construction element of the build or whilst active in the Airport. Failure to comply with the Campaign Fit Out Guide could result in the activity not being permitted at the Airport or the build being removed from the Airport at cost to the Principal.
- 5.2. Any costs incurred by the Principal due to lack of adherence to the Campaign Fit Out Guide, will be at cost to the Principal and the Contractor accepts no liability for this. It is the Principals responsibility to distribute the Campaign Fit Out Guide to all Experiential personnel, Designer, Structural Engineer or Stand Builder.
- 5.3. Any large-scale build or client builds that are in the airport over 28 days will be subject to Building Control approval and or Planning Permission at cost to the Principal.
- 5.4. The Contractor will provide a Programme of Works for the relevant Booking period and all dates within the programme of works must be met. The Contractor will not take any liability for any date not met by the Principal and the Principal will need to cover any costs incurred during any date not met.
- 5.5. The Principal shall maintain £10 million public liability insurance from all companies involved with the Client build i.e. client, production company, installation company, or staffing agency.
- 5.6. Production, delivery, installation, removal, maintenance, cleaning, hoardings, structural certification, building control approval, planning consent, site management, escorting and staffing costs are not included in the Media Fee.
- 5.7. Installation and removals can only occur during Engineering Hours
- 5.8. All Client builds must always be maintained to a high and presentable standard, this includes general maintenance and cleaning. Prior to installation the Principal must have a cleaning and maintenance contract in place for the duration of the Booking period. The Contractor may do this on the Principals behalf at cost to the Principal.
- 5.9. The Airport and the Contractor representatives will carry out regular adhoc inspections of stands to ensure standards are being met. Any Health & Safety issues raised with the stand must be actioned and resolved within a maximum of 24 hours. If the Contractor has to act on behalf of the Principal to meet H&S breaches, any associated costs will be passed on to the Principle.

**6. INVOICING, FEES & CHARGES**

- 6.1. Unless specified otherwise in the Booking Confirmation or where pre-payment is required in full, the Contractor shall invoice the Principal who undertakes to pay all invoices no later than 30 days following the date of the same.
- 6.2. Invoices will be issued in the month of the In-Charge Date and monthly thereafter, unless otherwise stated in the Booking Confirmation.
- 6.3. Payment of Fees is due by the Due Date. If Fees are not paid by the Due Date the Contractor may without prejudice to any other remedy it may have and without prejudice to Principal's obligation to pay the Fees refuse to display any Advertisement Copy or withdraw currently displayed Advertisement Copy.
- 6.4. Original invoices shall be sent to the Principal for payment by the Principal unless otherwise expressly agreed between the Parties in writing.

- 6.5. All Experiential or Client Builds or Maintenance Fees will be invoiced as agreed in writing by the Contractor and the Principal, who undertakes to pay all invoices no later than 30 days following the date of the same.
- 6.6. In respect of any Fees not received by the Contractor by the Due Date the Principal will be liable to pay to the Contractor interest at a rate of 4% above the published base rate for Barclays Bank plc from time to time.

## **7. WARRANTIES, LIABILITY AND INDEMNITY**

- 7.1. The Contractor accepts full responsibility for compliance with statutory and other legal requirements so far as concerns the use and maintenance of Sites.
- 7.2. The Principal warrants and undertakes that:
  - 7.2.1. all Advertisement Copy will comply with all statutory and legal requirements and regulations as outlined by The Advertising Standards Authority (ASA) and The Committee of Advertising Practice (CAP), the CAP Code and Landlords' advertising rules and regulations as issued from time to time;
  - 7.2.2. they will be responsible for obtaining and paying for all necessary licenses and consents for the posting and/or displaying and/or reproduction of any Advertisement Copy or copyright material contained in or the appearance of any person in his Advertisement Copy; and
  - 7.2.3. no Advertisement Copy will breach the copyright or other intellectual property rights or be defamatory of any third party.
- 7.3. The Principal warrants and undertakes that it owns or has the intellectual property rights to publicly display the design or format used in the Media Sites
- 7.4. The Principal will indemnify and keep the Contractor (in respect of itself and its employees, director, subcontractor and agents) indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liability (including legal fees) incurred and arising from any breach of the above warranty.
- 7.5. In the event the ASA or any other competent body requests the removal of any display the parties agree that the Contractor shall be entitled to immediately so remove without the Contractor incurring any liability to the Client for any loss or damage thereby caused.

## **8. REMOVAL FOR PURPOSES OF LANDLORDS OWN UNDERTAKING**

- 8.1. If the Landlord at any time in its absolute discretion requires the display of Advertisement Content at his property to be interrupted or discontinued then the Contractor may interrupt or discontinue such display of Advertisement Copy without prior notice to the Principal and upon any such action of the Landlord the Contractor may terminate the Agreement whether wholly or in part notwithstanding anything therein contained. In the event of such termination, the Contractor's liability is limited as outlined in Clause 10.3.
- 8.2. In the event of an Emergency (to be determined by the Contractor or Landlord in their absolute discretion) at any Terminal/Airport the Landlord can demand the immediate removal of all digital content and replace this with Emergency Operational Messages. The Emergency Operational Messages will only be displayed during the emergency situation and will be removed immediately once the operation of the Terminal/Airport is back to normal or the Emergency is declared over. The Contractor will not be liable for any loss or damage suffered by the Advertiser nor be liable to pay compensation for any loss of show to the Advertiser and the Advertiser waives any rights or remedies it has or may have in this regard.

**9. TERMINATION**

- 9.1. The Agreement may not be terminated by the Principal and the Principal may not assign, transfer, charge or part with all or any of its rights and/or obligations under the Agreement without the prior written consent of the Contractor.
- 9.2. The Contractor may terminate the Agreement forthwith by notice in writing to the Principal if:
  - 9.2.1. the Principal shall become bankrupt or commit an act of bankruptcy or make any assignment for the benefit of his creditors or enter into any arrangement with his creditors or being a company shall become insolvent or if any petition for the winding up or administration of the company is presented or if any other step is taken for the purposes of the appointment of an administrator or an administrative receiver of the company or if any steps are taken or negotiations commenced by the company or by any of its creditors with a view to proposing any kind of compositions, compromise or arrangement involving the company and its creditors; or
  - 9.2.2. the Principal ceases or in the Contractor's reasonable opinion threatens to cease to carry on business;
  - 9.2.3. if any monies to be paid by the Principal to the Contractor shall be in arrears for 21 days; or
  - 9.2.4. if there has been a breach by the Principal of any terms of the Agreement; or in the circumstances described in Clause 8.

**10. CONSEQUENCES OF TERMINATION**

- 10.1. Following termination of the Agreement the Principal will pay to the Contractor forthwith all outstanding Fees.
- 10.2. In the event of termination under Clauses 9.2.1 or 9.2.2, the Contractor may continue to display any Advertisement Copy and may enter into any agreements with third parties as considered appropriate to secure payment for continuing such display.
- 10.3. In the event of a termination by the Contractor in accordance with Clause 8, the Contractor shall be entitled to be paid by the Principal the full rate for the Media Sites in question up to and until the time at which the display is discontinued together with any other Fees due and owing by the Principal to the Contractor but the Contractor shall not be liable to pay any damages losses or expenses to the Principal as a result or in respect of such suspension, variation or cancellation.

**11. NOVATION**

- 11.1. Except as provided herein, neither the Contractor nor the Principal may assign, transfer, charge or part with all or any of its rights and/or obligations under the Agreement save that:
  - 11.1.1. The Principal agrees and acknowledges that the Contractor shall be entitled at any time to assign or transfer all or any of its rights or obligations under the Agreement to the extent that such rights or obligations relate to the display of Advertisement Copy on the Landlord's property;
  - 11.1.2. The Principal shall, at the Contractor's request and expense, cooperate with the Contractor to procure the novation of the Agreement to the Landlord or any other party nominated by the Landlord on such terms as the Contractor may require in relation thereto and shall execute such documentation and take such other action as the Contractor may request in relation to such novation.

## **12. VARIATION**

12.1. The Contractor reserves the right to revise these Terms and Conditions from time to time. The Contractor will post any revised Terms and Conditions on the JCDecaux UK Airport website and the Principal should check this website for notice of any such revisions. The Principal's continued placement of an Order after such revision has been made will be deemed an acceptance by the Principal of the Terms and Conditions existing at the time.

## **13. NOTICES**

- 13.1. All notices under this Agreement will be in writing.
- 13.2. Notices shall be deemed to have been duly given:
  - 13.2.1. when sent by e-mail unless a failure to deliver message is generated or when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
  - 13.2.2. on the second business day following mailing, if mailed by airmail, postage pre-paid, in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party in writing.

## **14. ENTIRE AGREEMENT**

- 14.1. The Agreement contains the whole agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings between the Parties relating to that subject matter. Accordingly, all prior agreements, whether or not agreed or offered and all conditions and warranties whether express or implied, statutory or otherwise and all representations, statements, negotiations, understandings, and all undertakings either written or oral are superseded by the Agreement (save only in respect of legal liabilities which have accrued in respect of any such prior agreements which are so superseded) and the parties hereby acknowledge that no reliance is placed on any such representation made but not embodied in these documents.

## **15. JURISDICTION & GOVERNING LAW**

- 15.1. These Terms and Conditions shall be governed by and construed in accordance with English Law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.